

Terms of Use of CUAHSI Water Data Center

Updated September 2014

The CUAHSI Water Data Center (WDC) enables data publication, discovery, and delivery by scientists. Data is contributed from universities and other sources in order to enable scientists to share and access data from multiple sources in a convenient manner. All software developed by the WDC is freely available to the public. Financial support for the creation of the WDC was provided by the U.S. National Science Foundation.

1. Use of data from the WDC is permitted if the following conditions are met:

A. Proper attribution and credit to the source(s) of the data is required in all publications concerning HIS data, including academic publications, websites, and other forms of publication. If it is not practical to identify the individual data provider, then the CUAHSI WDC may be acknowledged as the source of the data.

B. If you use HydroDesktop to access data for a publication, please include the following citation:

Ames, D.P., Horsburgh, J.S., Cao, Y., Kadlec, J., Whiteaker, T., and Valentine, D., 2012. HydroDesktop: Web Services-Based Software for Hydrologic Data Discovery, Download, Visualization, and Analysis. *Environmental Modelling & Software*. Vol 37, pp 146-156. <http://dx.doi.org/10.1016/j.envsoft.2012.03.013>

C. You are encouraged to share your own data through the WDC. See the conditions for data publication below

D. You may redistribute original data from the WDC on these same terms and with the disclaimer below.

E. You may establish terms for the distribution of data derived from original data from the WDC. Neither the name of CUAHSI or the National Science Foundation may be used to promote products derived from the WDC without express prior written permission.

2. Publication of data by the WDC is subject to the following conditions:

A. You may submit data to the WDC only if you have the legal right to do so. Some jurisdictions restrict data publication and you should consider where ex-situ samples were collected, in-situ data was collected and ex-situ data was analyzed, and where data is published in determining your legal rights.

B. You are solely responsible for the accuracy of the data and metadata you submit. By submitting data, you agree that others are permitted to use, copy, modify, and distribute your data for any purpose with or without fee.

C. You have full responsibility for assuring that usage logs generated by CUAHSI tools -- including HydroServer -- are in compliance with privacy and security statutes in place where you have deployed the software. This includes regulations controlling tracking of user identities and actions, and laws defining appropriate handling of personally identifiable information.

D. You agree to utilize the CUAHSI brand only in describing the platform on which their data services are published, and to remind their users explicitly that the use of the

CUAHSI brand does not constitute endorsement -- either explicit or implied -- of their data services by CUAHSI.

E. You agree to notify CUAHSI of any potentially disruptive events involving data publication, including server downtime, moves of services to different infrastructure, etc.

F. You agree to exercise appropriate due diligence to keep data services published through the WDC up to date, which includes updating HydroServer instances, as well as modifying custom services to comply with current standards for WaterOneFlow services.

G. You agree to exercise appropriate due diligence to assure that data that they publish remain available online in perpetuity, and to notify CUAHSI in writing one month in advance of an eventual shutdown of an existing data service listed in the CUAHSI catalog.

H. You agree that CUAHSI software is provided for their local use without any warranty, including implied warranties. Data publishers agree not to hold CUAHSI responsible for any damage incurred by use of the software.

3. CUAHSI reserves the right to remove data and to terminate use that is not consistent with the intended and acceptable uses of the HIS (of which CUAHSI is the sole judge).

4. It is important for CUAHSI to document the use and value of the WDC. Please send bibliographic citations based upon use of the WDC to CUAHSI at exdir@cuahsi.org and cite the following peer reviewed paper:

Couch, A., Hooper, R., Pollak, J., Martin, M., Seul, M., 2014. Enabling Water Science at the CUAHSI Data Center. In: Ames, D.P., Quinn, N.W.T., Rizzoli, A.E. (Eds.), Proceedings of the 7th International Congress on Environmental Modelling and Software, June 15-19, 2014, San Diego, California, USA. ISBN: 978-88-9035-744-2. http://www.iemss.org/sites/iemss2014/papers/iemss2014_submission_264.pdf

Disclaimer

Each user uses the WDC at her/his own risk. Data accessed through the WDC are provided “as is”. CUAHSI does not verify the accuracy of data submitted by users. CUAHSI makes no representations or warranties, express or implied, with respect to the WDC and specifically disclaims all warranties to the fullest extent permitted by law (including, but not limited to, merchantability or fitness for a particular purpose). CUAHSI will not accept liability for damages of any kind that result from using the WDC.